

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

	X	
	:	
RYAN KLEBBA, on behalf of himself and	:	
others similarly situated,	:	
	:	
Plaintiff,	:	Case No. 1:18-cv-00438
	:	
v.	:	
	:	
NETGEAR, INC.,	:	
	:	
Defendant.	:	
	X	

JOINT STATUS REPORT

1. On May 24, 2018, Ryan Klebba (“Plaintiff”) filed his class action complaint against Netgear, Inc. (“Defendant”). ECF No. 1.

2. On July 23, 2018, Defendant filed its motion to compel arbitration, ECF No. 21, in response to which Plaintiff filed his opposition, ECF No. 25, and in support of which Defendant filed its reply, ECF No. 30.

3. On February 5, 2019, this Court granted Defendant’s motion to compel arbitration, in part, noting that Plaintiff “agreed to delegate the determination of his remaining disputes regarding the arbitration clause’s validity and scope to an arbitrator.” ECF No. 35 at 9.

4. On September 6, 2019, Plaintiff submitted to the parties' mutually selected arbitrator—Hon. Jeff Kaplan (Ret.), of JAMS (<https://www.jamsadr.com/kaplan/>)—a brief requesting that Judge Kaplan find the arbitration clause at issue to be unenforceable, and to remand this matter to this Court for resolution on its merits. Defendant opposed this request in its response.

5. October 25, 2019, Judge Kaplan heard oral argument regarding the enforceability of the subject arbitration agreement.

6. On November 11, 2019, Judge Kaplan issued an Order holding that the arbitration clause in question was unconscionable and, accordingly, that “[Plaintiff’s] claims against [Defendant] are not arbitrable.” November 11, 2019 Order, attached as Exhibit A.¹

7. On April 17, 2020, the parties mediated their dispute with Bruce Friedman, Esq. of JAMS (<https://www.jamsadr.com/bruce-friedman/>).

8. The parties were, however, unable to reach an agreement to resolve this matter.

9. Accordingly, the parties respectfully request that this Court set a case management conference, in line with this Court’s April 17, 2020 Order, ECF No. 46, “shortly after the Western District reopens.”

¹ Defendant intends to contest the arbitrator’s Order in a forthcoming Motion to Vacate. Plaintiff, on the other hand, believes that Defendant’s forthcoming Motion to Vacate is without merit. Nevertheless, the parties will not seek to stay this matter pending resolution of Defendant’s Motion to Vacate the arbitrator’s Order.

Dated: April 24, 2020

Respectfully submitted,

/s/ Aaron D. Radbil

Aaron D. Radbil

Alexander D. Kruzyk (*pro hac vice*)

Greenwald Davidson Radbil PLLC

1540 Congress Ave., Ste.1540

Austin, TX 78701

Tel: (512) 803-1578

aradbil@gdrlawfirm.com

akruzyk@gdrlawfirm.com

Counsel for Plaintiff and the proposed classes

Quyen L. Ta (*pro hac vice*)

California Bar No. 229956

BOIES SCHILLER FLEXNER LLP

44 Montgomery St., 41st Floor

San Francisco, California 94104

Telephone: (415) 293-6800

qta@bsflp.com

Counsel for Defendant

CERTIFICATE OF SERVICE

I certify that on April 24, 2020, I filed the foregoing with the Clerk of Court using the Court's CM/ECF system, which will send electronic notice to all counsel of record.

/s/ Aaron D. Radbil
Aaron D. Radbil